

RESOLUTION NO. 86- 220

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LAS CRUCES A LEASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE STATE ARMORY BOARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING A FUTURE PURCHASE BY THE CITY OF THE OLD ARMORY ON SOLANO STREET.

The City Council is informed that:

The State Armory Board desires to lease from the City of Las Cruces certain property located in the West Mesa Air Industrial Park consisting of approximately 43 acres. The proposed term of the lease is 55 years and the total amount of the lease, to be prepaid is \$215.00, for the first five years, which is equivalent to \$1.00 per year. Thereafter, a total of 15% of \$2,000 per acre per year will be paid. That amount will escalate in accordance with the consumer price index at each five year interval.

Part of the City's consideration will be the lease in exchange for a Memorandum of Understanding from the State Armory Board which grants the City the right to acquire the Solano Street Armory in exchange for the West Mesa property on a value for value basis.

NOW, THEREFORE, the City Council of the City of Las Cruces, New Mexico determines, resolves and orders as follows:

I.

That the City Council hereby approves the lease attached hereto as Exhibit "A", and the Memorandum of Understanding hereto attached and marked Exhibit "B".

II.

That the Mayor of the City of Las Cruces is hereby authorized to execute both the attached lease and the attached Memorandum of Understanding; and, that City Staff and officials

are authorized to do all actions necessary not inconsistent
with this lease, Memorandum of Understanding or this
Resolution.

DONE AND APPROVED this 19 day of May, 1986.


David M. Steinborn, Mayor

Attest;


City Clerk

(Seal)

Vote:

Councillor Ferralez	<u>Aye</u>
Councillor Gunaji	<u>Aye</u>
Councillor Barba	<u>Aye</u>
Councillor Valencia	<u>Aye</u>
Councillor Tomlin	<u>Aye</u>
Councillor Shelley	<u>Aye</u>
Councillor Steinborn	<u>Aye</u>

Moved by: Ferralez

Seconded by: Barba

APPROVED AS TO FORM:


Robert B. Kelley, City Attorney



City of Las Cruces

May 22, 1986

Carl A. Haaland, Director
Finance Department
Office of Military Affairs
P.O. Box 4277
Santa Fe, New Mexico 87501

Dear Carl:

Attached is the original lease and memorandum of understanding regarding the National Guard Armory.

We would appreciate your forwarding the documents to the Department of Finance & Administration for their execution.

If you have any comments or questions, please feel free to contact me.

Sincerely,



TOM BACA
Property Manager

TB/rg

Attachment (as stated)

APPROVED
STATE BOARD OF FINANCE

JUL 2 1986

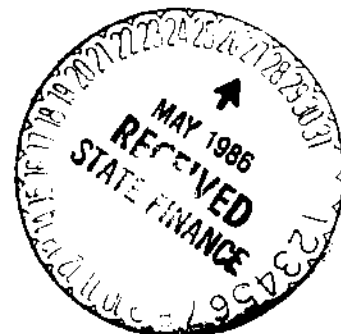
BY: 

REVIEWED AND CONSIDERED LEGALLY SUFFICIENT

FORWARD TO DFT AND USPFO

29 MAY 86


WILLIAM S. HERBERT, LT COL, NMARNG
Staff Judge Advocate



MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Las Cruces, hereinafter referred to as "City", and the New Mexico State Armory Board, hereinafter referred to as "State Armory Board", have contemporaneously entered into a Lease of 43 acres in the West Mesa Industrial Park for relocation and reconstruction of National Guard Armory facilities; and

WHEREAS, the City may in the future desire to obtain title to the present Solano Street Armory, hereinafter referred to as "Solano Armory"; and

WHEREAS, the Solano Armory is currently needed for National Guard use and will be so needed until its replacement is available for occupancy; and

WHEREAS, the State Armory Board contemplates the Solano Armory becoming excess to the National Guard's needs upon occupancy of the new armory; and

WHEREAS, Section 20-7-3 NMSA (1978) requires approval by the State Board of Finance of any armory disposition by sale or exchange and such approvals have not in the past been granted in advance of occupancy of the replacement facilities; and

WHEREAS, title to the Solano Armory property, while believed good and marketable in and by the State Armory Board, has not been examined in the tenure or within the memory of any members of the Board;

NOW, THEREFORE, in consideration of the agreements set forth below and in consideration of that certain lease referred to in Paragraph 1 above, dated the 19 day of May, 1986,

it is understood by and between the City and the State Armory Board:

1. That the State Armory Board concurs in the future disposition of the Solano Armory property by the City when it becomes excess to National Guard needs.

2. That the consideration by the City for said disposition shall be payment of the appraised market value of the Solano Armory property, offset by the appraised value of the West Mesa Industrial Park property provided by the City to the Board in the contemporaneous lease (which shall not include the value of Federal- or State-paid construction or improvements but shall include all City paid or provided enhancements). Payment to equalize the transaction shall be on such terms as the parties may negotiate at the time.

3. That appraisal of the respective properties shall be conducted by the State Taxation and Revenue Department at the time of the proposed disposition; and any other appraisers the parties may choose.

4. That the State Armory Board shall quitclaim merchantable title to the Solano Armory property in fee simple, free of all liens and encumbrances; and that the City shall quitclaim merchantable title to the West Mesa Industrial Park property in the contemporaneous lease in fee simple, free of all liens and encumbrances; but that this transaction shall be subject to approval by the State Board of Finance as required by law.

5. That should the City decide against acquiring the Solano Armory property at the time it is declared excess to the needs of the National Guard, the State Armory Board may seek other disposition of the property, and acquire fee simple title to the leased premises at fair market value as stated in Paragraph 2 above.

Date

STATE ARMORY BOARD

By: [Signature]
MG EDWARD D. BACA
President
State Armory Board

5/20/86
Date

CITY OF LAS CRUCES, NEW MEXICO
A Municipal Corporation

By: [Signature]
David M. Steinborn
Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Robert B. Kelley
City Attorney

DEPARTMENT OF FINANCE
& ADMINISTRATION

By: N/A [Signature]

APPROVED
STATE BOARD OF FINANCE

JUL 2 1986

BY: [Signature]

LEASE

THIS LEASE is entered into this 19 day of May, 1986, between the City of Las Cruces, New Mexico, a municipal corporation, ("Lessor"), and the State Armory Board, a New Mexico corporation (pursuant to Chapter 20, NMSA 1978) and agent of the State of New Mexico, ("Lessee"); and

WHEREAS, Lessee desires to relocate its National Guard Armory, presently on Solano Street, Las Cruces, New Mexico, to the West Mesa Industrial Park site more particularly described in Exhibit "1"; and

WHEREAS, Lessor is desirous of the benefits to the City of Las Cruces occasioned by the construction and presence of New Armory facilities;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Preamble Incorporated. The preamble to this agreement is hereby incorporated as if fully set forth herein.

2. Property Leased. In consideration of the conditions and agreements in this Lease, Lessor leases to Lessee and Lessee hires from Lessor those premises situated in Dona Ana County, New Mexico, and more particularly described in Exhibit "1".

3. Terms. The term of this lease is for fifty-five (55) years commencing on the date of this lease and terminating fifty-five years thereafter.

4. Rent. In consideration of this lease, Lessee shall pay rent of One Dollar (\$1.00) per acre per annum for the first five (5) years of this lease, payable in one payment of \$215.00 within 30 days of the execution of this lease. The rent for the remaining term shall be paid by Lessee as follows: \$12,900 per year due and payable by Lessee on the first day of July commencing in the year 1991. The \$12,900 rent shall be increased every five years in proportion to any increase in the Consumer Price Index for All Urban Consumers (Western Region) All Items, 1967 = 100 as published by the U. S. Department of Labor, Bureau of Labor Statistics, provided that in no event shall any increase in the base rent following the initial term of adjustment date exceed 7% per annum, non-compounded of the initial base rent. If at any time Lessee purchases the property described in Exhibit "1", this paragraph shall be null and void.

5. Improvements to be Furnished by Lessor.

A. Lessor agrees to make all necessary line extensions for gas and water utilities to the premises described in Exhibit "1". Lessee shall be responsible for paying the normal and customary charges for use and consumption of the gas and water provided to the premises.

B. Lessor shall provide road access to the boundary of the leased premises at a location most convenient to Lessor. No other road access shall be constructed without written approval by the City; and if permitted, such access road will be considered temporary by the City until such time that

permanent roadway systems are constructed in accordance with a City approved Master Plan for Development.

C. Lessor shall maintain accurate records of the actual costs to the Lessor of extending water and gas and roads provided in this paragraph.

6. Improvements to be Furnished by Lessee. Lessee, at some time during the term of this lease shall install underground electrical lines.

7. Use of Leased Premises. During the term of this lease, Lessee shall use the lands leased hereunder for construction and operation of an armory or armories and supporting facilities for the fulfillment of the mission of the New Mexico National Guard. Lessor agrees that the premises are suitable for this purpose or has revealed to Lessee any reasons it know or reasonably should know that the premises might not be suitable for such purposes.

It is understood and agreed that the Lessee shall comply with or authorize compliance with all requirements for standards of development pursuant to Exhibit "2" attached hereto and incorporated herein. However, any development standards which exceed the standards for which federal funds are authorized or for which State funding has not been appropriated shall be met at the expense of the Lessor or shall be waived by the Lessor.

8. Delivery of Possession. Lessor warrants that the land will be vacant and available to the Lessee on the first day of this lease and that gas and water utilities shall be

extended and available to Lessee within one year from the date of the execution of this lease.

9. Ownership of Improvements. All removable construction improvements made to or placed in the premises by Lessee are and shall remain the Lessee's property except as the parties may mutually agree otherwise in writing, if such construction improvements can be removed without undue damage to the premises and are, in fact, removed by Lessee prior to termination of this Lease. Construction and improvements of a permanent nature which cannot be removed shall become the Lessor's property, except as the parties may mutually agree otherwise in writing.

10. Condition of the Premises Upon Surrender. At the termination of this lease, Lessee shall surrender the premises in the condition in which they were at the inception of this lease, excepting: (a) deterioration caused through reasonable use and ordinary wear and tear; (b) any change, damage or destruction not resulting from Lessee's willful act.

11. Hold Harmless Agreement.

A. Lessor shall defend, indemnify and hold Lessee harmless from all actions, proceedings, claims demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of this lease or any amendment thereto, if caused by the tortious act or omission of Lessor, its officers, employees or servants.

B. Lessee shall defend, indemnify and hold Lessor harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of this

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 34, T.23 S., R.1 W., N.M.P.M., DONA ANA COUNTY, NEW MEXICO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A B.L.M. BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 27, 28, 33, AND 34, T.23 S., R.1 W.;
THENCE ALONG THE WEST LINE OF SAID SECTION 27 N 00 DEG. 00' 36" W 1979.04 FEET;
THENCE, LEAVING SAID WEST LINE, S 89 DEG. 56' 13" E 951.54 FEET;
THENCE S 00 DEG. 03' 30" W 499.13 FEET;
THENCE 207.63 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1540.00 FEET, DELTA 7 DEG. 43' 30", AND CHORD S 03 DEG. 48' 15" E 207.48 FEET;
THENCE S 07 DEG. 40' 00" E 900.00 FEET;
THENCE S 32 DEG. 20' 00" W 287.34 FEET;
THENCE S 52 DEG. 04' 00" W 629.46 FEET;
THENCE S 00 DEG. 01' 00" E 100.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NORTH FRONTAGE ROAD ALONG INTERSTATE HIGHWAY 10;
THENCE ALONG SAID RIGHT-OF-WAY LINE S 82 DEG. 18' 00" W 506.00 FEET TO THE WEST LINE OF SAID SECTION 34;
THENCE ALONG THE WEST LINE OF SECTION 34 N 00 DEG. 01' 00" W 186.40 FEET TO THE BEGINNING CORNER; CONTAINING 43.000 ACRES MORE OR LESS.

AN ELECTRIC POWER LINE CROSSES THIS TRACT, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 28, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 28 BEARS S 00 DEG. 00' 38" E 16.70 FEET;
THENCE N 58 DEG. 52' 30" E TO A POINT ON THE EAST LINE OF THE HEREIN DESCRIBED TRACT.

EXHIBIT "1"

STANDARDS
FOR
DEVELOPMENT

WEST MESA AIR INDUSTRIAL PARK

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DE7R/002

PART 1
INTRODUCTION

The Standards for Development have been prepared to provide control and guidance of development in the West Mesa Air Industrial Park. The implementation of these standards will improve the working efficiency and visual amenities of the developable areas while providing latitude and flexibility to serve a wide range of commercial, industrial, and institutional users. The City does not intend to impose undue hardships on industrial and commercial tenants: The standards provide protection from undesirable development and will enhance property values. The City establishes these standards as minimum, assuming that firms locating in the Air Industrial Park will provide the best possible development in their own self interest.

In recognition of the need to respond in a flexible manner while developing the Air Industrial Park, the standards have been kept general in content. The City will rely on a plan review procedure to ensure that compliance of the standards is attained.

DE7R/003

PART II
DEFINITION OF TERMS

Development Standards. Guidelines for the development of individual sites in a manner that will enhance the working efficiency and visual amenities of the total area, while providing latitude and flexibility for the individual developer.

Building Setback Line. A line beyond which a building cannot be constructed. The building setback line is referenced by and measured from the property line.

Preliminary Plan. Plans submitted to the City of Las Cruces for initial approval prior to detailed planning and design. Included are a site plan, basic floor plans, elevations, landscape plans and sections, plus a rendering or detailed drawings of all proposed improvements.

Final Plans. Plans that have been approved by the proper local jurisdiction for a building permit. They shall include complete architectural and engineering working drawings, specifications, landscape development plans, sign plans, and a construction schedule.

Landscaping. Plant material such as shrubs, trees, and vegetative ground covers other than grasses.

Maintenance Standards. Guidelines for the required level of upkeep and repair for structures and the surrounding property.

Performance Standards. Guidelines provided in order to avoid nuisance or unsanitary conditions within the air industrial park.

Permanent-Type Construction. Structures or ground facilities constructed with the intent of providing service over the long term (economic life or lease term) with use of materials and methods of construction which, under normal conditions of use, will maintain their appearance and function. Trailers, mobile offices, and other similar temporary structures are not considered as permanent-type construction.

Property Line. The boundary that describes the extent of a particular parcel of land as described in the leasing document or deed. The term "property line" shall be used interchangeably with the term "lease line."

Tenant. An individual or organization who has either leased or purchased property that is subject to regulation or control by the City of Las Cruces.

DE7R/004

PART III
PLAN REVIEW AND APPROVAL POLICY

The City of Las Cruces will review all plans submitted to ensure conformance with the Standards for Development defined herein. The City will accept or reject the proposed plans based upon its review of the application of the Standards, the available facts regarding the particular project, and the best interests of all concerned property owners. The review process will consider the unique aspects of each tenant's requirements, assist individual tenants in following the proper procedures, and avoid delays or inconveniences in executing plans.

As outlined in Part IV, "Submittal of Plans," the City will review both the preliminary and final plans. The review of plans will consider two distinct areas:

- o A review of conformance to the sections of the standards that outline detailed requirements such as setbacks, height restrictions, and other specific numerical requirements.
- o A review of subjective design elements such as buildings, site layout, and landscaping to ensure compliance with the intent of the City to provide a quality development. Design will be reviewed with respect to use of indigenous materials, functional efficiency, and compatibility to the surrounding environment.

PLAN APPROVAL

Commencement of construction will be permitted only after written approval of the final plans by the City, issuance of a building permit, and execution of the lease document.

FUTURE REMODELING AND ADDITIONS

Plans shall be submitted to the City for approval in the manner as in Part IV, "Submittal of Plans," before any construction, remodeling, alterations, or additions are undertaken. Written approval of the plans by the City shall not relieve the tenant of their obligation to obtain the necessary permits from the state agencies having jurisdiction, e.g., air quality control.

DE7R/005

PART IV
SUBMITTAL OF PLANS

GENERAL INFORMATION

All plans and correspondence concerning submission of plans shall be made to the City of Las Cruces. The following sections outline those materials that are to be submitted to the City.

I. General Information Forms--three copies.

II. Preliminary Plans:

Site Plans--Three copies. One copy will be returned with notations.

Basic Floor Plan, Elevations, and Sections--Three copies.

Rendering--One copy.

Landscaping Plan--Three copies.

III. Final Plans (all parts)--Five copies. Three copies will be returned for permit applications.

MATERIALS FOR SUBMITTAL

I. Preliminary Plans

Preliminary plans shall be prepared by a registered architect or professional engineer. They shall be submitted to the City at least 30 days prior to the completion of the contract drawings and shall consist of the following:

A. Detailed Site Plan--Use a minimum scale of 1 inch equals 20 feet, or 1/16 inch equals 1 foot (minimum print size 22 inches by 34 inches) to show:

1. Existing conditions, including streets, property lines, and dimensions, location and description of existing street lights, power poles, curb cuts, vegetation, exceptional topographic conditions, and any other site features or conditions.
2. The location, size, and setback dimensions of all improvements proposed for the site.
3. Access, including proposed driveway and curb cuts with an arrow indicating vehicular

traffic patterns into and out of the site and to and from all loading berths and parking areas.

4. The layout of vehicle parking with areas designated for employee cars, visitors' cars, company trucks, delivery trucks, etc. Parking areas for both initial and full development shall be indicated.
 5. Show all areas to be landscaped with a schematic description of the general type (trees, shrubs, grass, etc.), height and extent of all landscaping (indicating screening, trees, and barriers), and identification and directional signs.
 6. The location and identification of utilities that cross City-owned property to serve the building and the site, easement locations, drainage facilities; and public utility connections including gas, electricity, telephone, water, sewers, etc.
 7. Location, nature of stored material, height, screening, and paving of all storage areas.
 8. Location of special appurtenances, including transformers, dynamometers, incinerators, gas pumps, wash racks, weighing scales, storage racks, loading docks, and storage tanks.
- B. Basic Floor Plans, Elevations, and Sections--Indicate the type of construction, materials, and colors.
- C. A rendering of all proposed improvements.
- D. Identification Sign Plans--Provide sufficient illustration to include size, type of material, color, language, location, and lighting of all signs.
- E. Exterior Lighting Plan and Details--Indicate type and height of luminaire, wattage, designed level of lighting and type of pole.
- F. Construction schedule.

II. Preliminary Landscape Plans

Preliminary landscape plans shall be submitted to the City at least 30 days prior to the completion of the contract drawings. Landscape plans shall be prepared by a "qualified" landscape architect. All applicable

government standards shall be investigated and incorporated into design schemes prior to plan submittal.

Preliminary plans shall show the names of all ground covers and plants, their dimensions, locations, quantities, and spacings; irrigation facilities; and other landscape construction details. The location of the identification sign is considered a part of the landscape treatment by the City of Las Cruces and shall be submitted.

III. Final Plans

The Landscape Plan should indicate location, size, species and quantity of all plant materials and include a north arrow and scale notation.

- A. Complete architectural and engineering working drawings for all onsite improvements.
- B. Complete specifications.
- C. Landscape plans.
- D. Identification sign plans.
- E. Exterior lighting plan and details.
- F. Construction schedule.

DE/38R/030

PART V
VARIANCE REQUESTS

The City recognizes that situations do arise which may warrant exception to the standards as published herein. A variance may be granted if literal interpretation of the standards would result in practical difficulties or undue hardships. A written request shall be submitted to the City of Las Cruces stating the variance requested and the applicable section of the standards.

The City will evaluate the merits of each request on an individual basis. The City will grant, modify, or deny the request and transmit a written decision to the tenant.

DE7R/007

PART VI
INSPECTION OF FACILITIES AND ENFORCEMENT

INSPECTION

The City will conduct inspections of the site during the construction period to determine conformance with the approved final plan. No alteration of final approved plans shall be made in exterior design or site plan unless such alterations, including any additions, shall first be approved in writing by the City, pursuant to the procedure in Part III, "Plan Review and Approval Policy."

ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Standards herein shall operate as covenants running with the land and a breach of any of them or a continuance of such breach may be enjoined, abated, or remedied by appropriate proceedings by the City or the tenants of the Air Industrial Park or their successors and assigns.

DE7R/008

PART VII
DEVELOPMENT STANDARDS

PERMITTED USES

The West Mesa Air Industrial Park is intended to permit uses allowed for the M-1, Light Manufacturing District. The City's zoning code states: "The M-1 District is intended to accommodate a wide variety of light manufacturing, commercial, processing, storage, packaging, compounding wholesaling, and distribution operations with no limitations to size. Such uses shall be constructed and operated to ensure that there is no excessive noise, vibration, smoke, dust or other particulate matter, toxic or noxious matter, humidity, or heat or glare at or beyond any lot line of the parcel on which it is located. Excessive is defined as a degree exceeding that caused in their customary manner of operation by users permitted in the M-1 District, a degree injurious to the public health, safety, or welfare or to a degree in which it is a nuisance by reason of excessiveness. Residential uses shall not be permitted except for a resident watchman, caretaker, or proprietor of a commercial use.

LAND USE CATEGORIES

A. Type 1

The Type 1 category is directed at commercial and small light industrial users developing lots less than or equal to 3.0 acres. These users will typically have employee densities greater than 20 per acre. Building coverage may require up to 60 percent of the site.

B. Type 2

The Type 2 category is directed to land extensive manufacturing, distribution, and warehousing uses with the understanding that many office developments may also desire lots greater than 3.0 acres.

DEVELOPMENT STANDARDS

A. Buildings

1. Design--All buildings shall be designed by a registered engineer or architect.
2. Setbacks--Setbacks for Type 1 and Type 2 developments shall conform to the following:
 - a. Front--Type 1 development shall have a minimum front setback of 30 feet. The front setback

for Type 2 shall be 70 feet. Regardless of type of development, the minimum building setback from the main roadway (100 foot r.o.w.) shall be 70 feet.

- b. Side and Rear--Type 1 development shall have minimum side and rear setbacks of 15 feet and 10 feet, respectively. Type 2 development shall have minimum side setbacks of 35 feet and a rear setback of not less than 15 feet.
 - c. Corner Lots--If the subject property is a corner lot, the City will designate which is the front property line and which is the side property line. The building setback for a side yard abutting a street shall be a minimum of 35 feet for both categories.
- 3. Heights--No building shall be erected that exceeds 50 feet in height. Exceptions such as utility structures, cooling or radio towers, smoke stacks, tanks, etc., will be reviewed by the City and FAA on an individual basis.
 - 4. Building Materials--Materials shall be appropriate for the use and for the type of structure in which they are used. Tenants are encouraged to use materials indigenous to the local area. Example materials that may be used are concrete, exposed aggregate concrete, glass, brick, natural stone, concrete block, and wood. All buildings shall be of permanent-type construction. The type, style, and color of all exterior wall material shall be submitted to the City for approval. Trailers, mobile offices, and other temporary structures will not be allowed except for use during construction.
 - 5. Roof Utilities--The City will approve the appearance and color on all exposed utilities, towers, conveyors, and exposed processing equipment located on the roof of any structure.
 - 6. Site Layout--Placement of structures shall be carried out in such a manner as to maximize the potential of the individual sites. Provisions shall be made for vehicle circulation within the site and for the access of emergency vehicles.
 - 7. Minimum Lot Size--The minimum lot size for the industrial park shall be 1.0 acres.

8. Maximum Lot Coverage--The maximum lot coverage shall be 50 percent for Type 1 development and 40 percent for Type 2 development.
9. Open Space--A minimum of 10 percent improved open space will be required for all development types.

B. Parking

1. Setbacks

- a. Front Yard--Type 1 development shall include no parking facilities closer to the front property line than 15 feet. No parking facilities shall be closer than 25 feet to the front property line for Type 2 development.
- b. Side Yard--No parking facilities shall be closer than 10 feet to a side property line for Type 1 development and no closer than 20 feet for Type 2 development. No parking facilities shall be closer to a side property line abutting a street than 20 feet for both development types.

2. On-Street Parking--No on-street parking will be permitted.

3. Parking Space Requirements--The following guide will be used for determining minimum parking requirements:

- a. Commercial/Retail--One space for every 200 square feet of gross floor area.
- b. Office--Three spaces for each 1,000 square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, elevator shafts, and equipment areas).
- c. Manufacture, Research and Assembly--Two parking spaces for each three employees, but in no event less than two spaces for each 1,000 square feet of gross floor area.
- d. Warehouse--Two parking spaces for each three employees, but in no event less than one space per 1,000 square feet of gross floor area for the first 20,000 square feet, and one space for each 2,000 square feet for the second 20,000 square feet, and one space for each 4,000 square feet for structures in excess of 40,000 square feet.

- e. Handicapped Parking--A minimum of two parking spaces for the physically handicapped shall be provided for each business. In addition, not less than 2 percent of the total number of spaces for projects which provide 25 or more parking spaces shall be designated for use by the physically handicapped. Each space for the physically handicapped shall have a minimum unobstructed area of 12 feet in width and 20 feet in length, be located as close as practical to the main entrance of the place of business, and be identified by appropriate signing incorporating the international symbol of the physically handicapped.
4. Parking Area Layout--The design and layout of all parking areas shall conform with the Standards given below:
- a. Size
 - (1) Minimum size of area will be 1,000 square feet.
 - (2) Minimum Size--A large parking area shall be divided into sections containing not more than 60 parking spaces each and divided by 10-foot landscaped divider strips.
 - b. Aisle width shall be no less than 22 feet for 90-degree parking, 20 feet for 60-degree and 45-degree parking, and 12 feet for parallel parking.
 - c. Minimum size for individual parking spaces will be 9 by 20 feet for employees parking in the industrial area, 9-1/2 by 20 feet for visitor parking, and 9-1/2 by 23 feet for parallel parking. Parking spaces for compact cars shall be 7-1/2 by 18 feet.
5. Surfacing--All parking areas shall be paved with a dust-free all-weather surface such as asphaltic paving, be graded and drained to provide for disposal of all surface water on the site, and of a strength adequate for the traffic expected. All parking stalls and direction of traffic shall be clearly marked.

C. Loading

1. Setbacks--No truck loading operations shall be permitted within the front, side, or rear yard setback areas.
2. Screening--Sight-obscuring screens shall be provided on the street side of all loading areas. Adequate screening shall be interpreted as either landscaping and/or architectural material which obscures the view of these areas from the street. The adequacy of this screening will be determined by the City. Where architectural screens are used, they shall not be located within the building setback areas.
3. On-Street Loading--No on-street loading or maneuvering will be permitted.

D. Storage

1. Setback--No materials, supplies, or products shall be stored within the front, side, or rear yard setback areas.
2. Flammables--The storage and handling of flammable liquids shall comply with these standards and the rules and standards of the National Fire Protection Association. No aboveground storage of petroleum products for onsite fueling of vehicles will be allowed.
3. Screening--All storage shall be fully screened from view from the front property line and any adjacent streets. Screening shall form an opaque visual barrier up to a height of 8 feet. The adequacy of this screening will be determined by the City. Where such screens are used, they shall not be located in the building setback area.

E. Utilities

Where economically feasible, all utilities shall be brought into the site and to the buildings underground. Pad-mounted electrical transformers shall be located and screened so as to prevent viewing from any public street.

F. Signs

No sign shall be erected or maintained by the tenant except in conformity with the following:

1. No flashing or rotating signs will be permitted.

2. A single identification sign will be permitted. This sign may either be integrated with the building or be a free-standing part of the landscape.
3. Building Signs--Signs on roofs, fences, or painted on exterior faces of buildings are prohibited. A sign may be placed on the outside wall of the building, but shall not extend above the eave or parapet of that wall and shall not exceed in size 5 percent of the wall upon which it is placed. However, no sign shall exceed 50 square feet in surface area. All such signs shall be designed as an integral element in the architectural design of the facility. Signs seen from Interstate 10 will be reviewed on a case-by-case basis.
4. Free-Standing Signs--No free-standing advertising signs or billboards will be permitted except a single identification sign approved by the City. A free-standing sign shall not exceed 10 feet in height or 40 square feet in surface area, and shall be designed as an integral part of the landscape.
5. Other Permitted Signs--Directional signs, such as "enter," "shipping," are allowed adjacent to each driveway and one sign advertising the sale, lease, or hire of the site is allowed, but no such sign shall exceed 4 feet in height or 10 square feet in surface area.
6. Lighting of Signs--Signs shall not be placed or externally illuminated in a manner which is detrimental to neighboring occupancies or to the safe movement of traffic.
7. Maintenance--Signs and sign structures shall be maintained at all times in a state of good repair with all bolts, braces, clips, supporting frame, and fastenings reasonably free from deterioration, insect infestation, rot, rust, or loosening. Signs shall be able to withstand anticipated wind pressures for the area in which they are located. The City shall have the authority to order the repair, alteration, or removal of a sign or sign structure in the event that such a sign does not conform to the standards herein.

G. Access

1. Setbacks--Curb cuts providing access to and from the site shall be a minimum distance from the adjacent property lines of 15 feet. For corner lots, the minimum distance from the end of the curb

radius to the curb cut shall also be 15 feet. All curb cuts shall be at least 100 feet from street intersections.

2. Distance Apart--All curb cuts shall be a minimum of 50 feet apart, measuring from the centerline of each curb cut. There shall be no more than two curb cuts to the site from any one street. Additional curb cuts from corner lots will be subject to approval by the City. Additional access for sites with excess of 500 feet of street frontage will be considered on a case-by-case basis.
3. Driveway Widths--There shall be an unobstructed driveway not less than 15 feet in width for one-way traffic, and not less than 24 feet in width for two-way traffic. The maximum curb cut for one driveway shall be 40 feet. The direction of traffic flow shall be clearly marked on the paved surface.

H. Landscape Standards

The Landscape Standards establish requirements for each of several defined landscaping situations. Repeated application of these standards will establish a consistent landscape pattern and create the desired unified image. In addition, adherence to standards for landscape materials selection and installation will strengthen the overall design and simplify maintenance.

Typical Landscaping Situations:

- a. Street Frontage--For every 40 lineal feet of frontage along an access street, one deciduous tree (minimum 2-1/2 inch caliper) should be planted 4 feet from the curb, evenly spaced at intervals of 25' minimum.
- b. Front Yard--The front yard is defined as that area between the street curb face and the face of the building. When no parking occurs, this area is to be landscaped with turf to a maximum of 80 percent and a minimum of 40 percent of the unpaved area. Areas not in turf and unpaved shall be landscaped at owner's discretion. When parking occurs in this area, refer to Parking Lots section.
- c. Parking Lots--In parking areas of 21 spaces or more, a minimum of 5 percent of the surface should be landscaped. Tree planting islands should be included in the parking area to relieve the shadeless open expanse. For every 10 parking

spaces, 1 deciduous tree (2-1/2 inch caliper minimum) should be provided and installed in a planting island within the parking lot surface. Tree planter islands must measure a minimum of 6 feet in any dimension and be curbed for protection from vehicles. For landscaping in areas between parking lots and main access roads, and in areas adjacent to other uses, see Screening Requirements section.

- d. Side and Rear Yards--Side and rear yards are those areas between the face of the building and the side and rear property lines. A maximum of 80 percent of the unpaved areas within this zone shall be turf. A minimum of 20 percent shall be used for mulched shrub and/or ground cover beds. Exclusive use of inorganic materials such as rocks or gravels without plantings should be minimized, that is, not used for more than 10 percent of the total unpaved area. Both coniferous and deciduous tree planting shall be provided within a 6 foot wide border along property lines in which the quantity of trees is equal to 1 tree for every 30 linear feet of property line.
- e. Screening Requirements--Loading, Refuse Collection, Yard Storage, Utility Transformers, and Automobile Parking areas shall be visually screened from the main access street and adjacent properties. A planted buffer of trees and shrubs in a landscaped zone a minimum of 6 feet wide can best provide the desired screening. For every 20 linear feet separating the above uses, 1 tree (minimum 2-1/2 inch caliper) and five large shrubs (5 foot height in 3 years) shall be planted. Fencing is an acceptable alternative screening method. Note however, that the main access road should not have a line of fencing running parallel to it. Fencing must be accompanied by tree and shrub planting with a minimum of 1 tree and 5 shrubs per 25 lineal feet of fence. Soil berming is a second alternative which can also be used for screening. The maximum slope for berms shall be 3:1 and maximum height 3 feet.
- f. Undeveloped Disturbed Areas--Large areas of disturbed (scarified) soil cause blowing dust and noxious weeds to be problems. The undeveloped disturbed lots shall be seeded in yearly to a height of 9 inches by the owner. These native grasses shall be maintained in a clean and neat appearance by the property owner. Trash should be removed as needed to maintain a neat appearance.

- g. Sidewalks--Shade trees are required along all pedestrian walkways to provide shade and climate mitigation. For every 30 linear feet of walkways 1 shade tree should be provided within 6 feet of walkway pavement.
- h. Medians--The curbed unpaved linear islands separating traffic lanes shall be landscaped.

Main Road Medians, 24 feet wide, shall be landscaped with two rows of deciduous trees (minimum 2-1/2 inch caliper) planted 40 feet on center, 4 feet from the curb. Turf areas shall cover a minimum of 40 percent and maximum of 80 percent of the median. The remaining areas shall be landscaped in mulched planting beds with trees, shrubs, and ground cover at the owner's discretion. (See Appendix B--Plate 4).

Cross Road Medians, 20 feet wide, shall be landscaped with one row of deciduous trees (minimum 2-1/2 inch caliper) centered in median, 40 feet on center. Turf areas shall cover no more than 80 percent of the median. The remaining areas shall be landscaped in mulched planting beds with trees, shrubs, and ground cover at the owner's discretion.

Landscape Materials:

- a. Plant Materials--A list of recommended plant materials is given at the end of this section.
- b. Plant materials shall be of the "long-lived" variety. "Short-lived" materials can be utilized, but only as a supplement to longer-lived elements.
- c. Mulch will be a minimum of 4 inches deep.
- d. Rock mulch shall be smooth cobble or washed river gravel.
- e. Organic mulch shall be of a type which will not be easily displaced by winds.
- f. Plastic sheeting shall not be used under mulches.

I. Irrigation Standards

The irrigation standards address the extent and manner of dispersing water to landscaped areas.

- a. Irrigation systems are to be provided as necessary to support all proposed landscaping.
- b. All mowed turf areas shall be irrigated at least once a week.
- c. Irrigation systems shall be coordinated with specific planting requirements to conserve water. Turf zones should be separated from shrub bed irrigation zones.
- d. In response to Las Cruces area arid land conditions, irrigated areas must be deep watered.
- e. Temporary irrigation should be considered to support initial growth of native grass or ground cover in undeveloped disturbed areas.
- f. Irrigation methods (spray, drip, etc.) should be selected to minimize water waste while providing plants with adequate water.

J. Area Lighting

The objective of area lighting is to light landscaped areas, free-standing signs, buildings, parking areas, or storage areas for decorative or security reasons. The light must not dominate the buildings or landscape but blend as an integral part of the total development. All lighting shall be shielded from adjoining properties or roads when it would create an annoyance.

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PLANT LIST

COMMON NAME

BOTANICAL NAME

FLOWERING TREES

Willow, Desert or Flowering
Hopa Crabapple, Flowering
Radiant Crabapple, Flowering

Chilopsis linearis
Malus 'Hopa'
Malus 'Radiant'

SHADE TREES

London Plane Tree, European Sycamore
Cottonwood, Western
Mexican Elder

Platanus acerfolis
Populus fremontii
Sambucus mexicana

EVERGREEN TREES

Cedar, Deodar
Cypress, Blue Italian
Pine, Aleppo
Pine, Italian Stone

Cedrus deodara
Cupressus sempervirens 'Glauca'
Pinus halepensis
Pinus pinea

SMALL TREE OR SHRUB

Holly, Yaupon
Crape Myrtle, Red

Ilex vomitoria
Lagerstroemia indica 'Watermelon Red'

SHRUBS (Evergreen)

Privet, Wax Leaf
Pyracantha, Red Berried
Pyracantha, Santa Cruz
Spanish Broom
Spanish Bayonet
Yucca, Red
Yucca, Pendula

Ligustrum japonica 'Texanum'
Pyracantha fortuneana 'Gräberi'
Pyracantha koidzumii 'Santa Cruz'
Spartium junceum
Yucca aloifolia
Yucca parviflora
Yucca pendula

VINE (Evergreen)

Carolina Jessamine
Jasmine, Asiatic

Gelsemium sempervirens
Trachelospermum asiaticum

GRASS

Pampas Grass

Cortaderia selloana

GROUNDCOVER

Cotoneaster, Grey Leafed

Cotoneaster glaucophyllus

PART VIII
PERFORMANCE STANDARDS

The following performance standards shall apply to all tenants at the West Mesa Air Industrial Park. The intent of these standards is to avoid creation of nuisance or unsanitary conditions.

A. Property Use

The buildings and other facilities erected on the site and the uses to which the site is put shall comply with the laws, statutes, regulations, ordinances, and rulings of the State of New Mexico, City of Las Cruces, and any other involved governing agencies having jurisdiction. The buildings and other facilities comprising the development shall comply with the site plan as approved by the City of Las Cruces. Any subsequent changes in use will be subject to the approval of the same.

B. Air Pollution

1. Ambient Air Quality Standards--All users of the West Mesa Air Industrial park will comply with New Mexico Ambient Air Quality Standards as set forth in Regulation Number 201 of the "Ambient Air Quality Standards and Air Quality Regulations."
2. Open Burning--No open burning shall be permitted.
3. Odors--The emission of odors in such quantities as to be detectable by any person with normal sensitivities at any point beyond the property line is prohibited. Noxious, toxic, and corrosive gas emissions shall be treated by full control techniques.

C. Noise

Industrial and commercial noise sources shall conform to the codes and ordinances of the appropriate federal, state, and/or local governmental agency having jurisdiction.

D. Vibration

No vibration that is discernible by a person of normal sensitivities without instruments other than that caused by highway vehicles, trains, or aircraft shall be permitted beyond the property line of the use concerned.

E. Heat and Glare

All operations producing heat or glare, including exterior lighting, shall be conducted so that they do not create a nuisance beyond the property line of the site.

F. Waste Material

All materials, including wastes, shall be stored and all properties maintained in a manner that will not attract or aid the propagation of insects or rodents or in any way create a health hazard.

G. Water and Solid Waste Pollution

No liquid or solid waste disposal will be allowed on the site or into adjacent drainage ditches, storm sewers, sloughs, or other waterways. The discharge of treated or untreated sewage or wastes into the sanitary sewer systems shall conform to the codes, ordinances, and regulations of the City of Las Cruces and the State of New Mexico.

H. Handling of Dangerous Materials

The storage, handling, and use of dangerous material such as flammable liquids, incendiary devices, compressed gases, corrosive materials, and explosives shall be in accordance with the regulation and codes of the appropriate local jurisdiction, the State Fire Marshall, and the National Fire Protection Association.

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PART IX
MAINTENANCE STANDARDS

All buildings, facilities, docks, paving, and landscaping shall be continuously maintained according to the following standards.

A. Buildings

Exterior walls that have been painted or otherwise chemically treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated. Materials that have been stained or otherwise treated to age naturally shall be allowed to do so. Damaged or deteriorated exterior members of structures shall be replaced or repaired promptly. Structures that are not in use shall be maintained as buildings in use or be removed from the premises.

B. Landscaped Areas

The Maintenance Standards establish minimum requirements for landscape care. Adherence to standards is necessary to maintain the desired image of a high quality development.

- a. Maintenance is to be provided by the Owner.
- b. All planting areas are to be kept free of weeds, debris, and sand build up.
- c. Lawn and ground covers are to be kept trimmed and or mowed regularly. Maximum height of turf grasses is 3 inches. Maximum height of nonirrigated grasses is 9 inches.
- d. Dead plant materials should be removed after no more than one growing season and replaced as per standards.
- e. Damage to plantings created by vandalism or acts of nature should be corrected within 60 days.
- f. Landscape installations shall be guaranteed for one year by the Landscape Contractor.

C. Paved Areas

Paved areas such as truck parking, storage areas, auto parking, and driveways shall be repaired if they are cracked, settled, weed or grass infested, or otherwise in need of repair. Dirt and litter shall not be allowed

to accumulate on paved surfaces. Areas covered with soft paving such as gravel, bark dust, or wood chips shall be maintained in a weed-free condition and shall be kept reasonably smooth and litter-free. All markings painted on paved surfaces shall be maintained in such a manner that they are clearly visible.

D. Signing

Signs shall not be allowed to become faded or deteriorated. Lighting for signs, whether internal or external, shall be maintained and nonoperating lights and/or fixtures shall be replaced promptly. Signs that are no longer appropriate due to a change of service, product line, or the tenant shall be removed.

E. Lighting

All exterior lighting, whether for area lighting or architectural highlighting, shall be maintained at its designed level of illumination. Broken or nonoperating members shall be replaced promptly.

DE7R/011

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LAS CRUCES A LEASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE STATE ARMORY BOARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING A FUTURE PURCHASE BY THE CITY OF THE OLD ARMORY ON SOLANO STREET.

The City Council is informed that:

The State Armory Board desires to lease from the City of Las Cruces certain property located in the West Mesa Air Industrial Park consisting of approximately 43 acres. The proposed term of the lease is 55 years and the total amount of the lease, to be prepaid is \$215.00, for the first five years, which is equivalent to \$1.00 per year. Thereafter, a total of 15% of \$2,000 per acre per year will be paid. That amount will escalate in accordance with the consumer price index at each five year interval.

Part of the City's consideration will be the lease in exchange for a Memorandum of Understanding from the State Armory Board which grants the City the right to acquire the Solano Street Armory in exchange for the West Mesa property on a value for value basis.

NOW, THEREFORE, the City Council of the City of Las Cruces, New Mexico determines, resolves and orders as follows:

I.

That the City Council hereby approves the lease attached hereto as Exhibit "A", and the Memorandum of Understanding hereto attached and marked Exhibit "B".

II.

That the Mayor of the City of Las Cruces is hereby authorized to execute both the attached lease and the attached Memorandum of Understanding; and, that City Staff and officials

are authorized to do all actions necessary not inconsistent with this lease, Memorandum of Understanding or this Resolution.

DONE AND APPROVED this 19 day of May, 1986.

David M. Steinborn
David M. Steinborn, Mayor

Attest:

Jane H. Stevens
City Clerk

(Seal)

Vote:

Councillor Ferralez Aye
Councillor Gunaji Aye
Councillor Barba Aye
Councillor Valencia Aye
Councillor Tomlin Aye
Councillor Shelley Aye
Councillor Steinborn Aye

Moved by: Ferralez

Seconded by: Barba

APPROVED AS TO FORM:

Robert B. Kelley
Robert B. Kelley, City Attorney

State of N. Mex., Co. of Dona Ana; ss
RECEPTION NO. 14072 I Hereby
certify that this instrument was filed
for record and duly recorded on:

JUL 16 1986

at 9:06 o'clock P. M. in hise
Book 207 Page 856 of the
Records of said County. 894
County Clerk
Barbara S. [Signature]

City of L.C.
P.O. Drawer 446
L.C.N.M. 88004

894

JUL 16 AM 9 06
CITY CLERK